

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DAVID GORDON and JACQUELINE SWISKEY,

Plaintiffs,

vs.

BRIAN PALUMBO, NILES WELIKSON, HORING
WELIKSON & ROSEN, P.C., CAROLE A. FEIL,
as Executors of the Estate of LOUIS FEIL, CAROLE A.
FEIL and JEFFREY FEIL, d/b/a CLERMONT YORK
ASSOCIATES and BROADWALL MANAGEMENT
CORPORATION, ANDREW RATTNER, VIVIAN
TOULIATOS, ABERILL, JOSE ANTONIO (a/k/a TONY)
RUIZ, CARLOS GUEVARA, CARL LIEBERMAN,
NANCY S. LIEBERMAN (a/k/a NANCY S. LITTMAN),
BRETT LIEBERMAN, JAY ANDERSON and JAY
ANDERSON, as Trustee of THE FEIL FOUNDATION,
ALAN ROSENBLOOM, NICOLE L. GOZ, BERNARD J.
GOZ, BELLA M. GOZ (a/k/a BELLA M. MEIKSON),
STANLEY KALLMANN, BRIAN J. BOLAN, GENNET
KALLMANN ANTIN & ROBINSON, P.C., AMERICAN
INTERNATIONAL GROUP and ATLANTIC MUTUAL
INSURANCE COMPANY,

Defendants.

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: Case Number: 07-CV-6624 (PKC)

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: **DEFENDANTS STANLEY
KALLMANN, BRIAN J.**

: **BOLAN, GENNET,
KALLMANN ANTIN &
ROBINSON, P.C., AND**

: **ATLANTIC MUTUAL
INSURANCE COMPANY'S
ANSWER TO AMENDED
COMPLAINT, AFFIRMATIVE
DEFENSES, DESIGNATION
OF TRIAL COUNSEL AND
ANSWER TO CROSS-CLAIM**

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[DOCUMENT ELECTRONICALLY FILED]

Defendants Stanley Kallmann, Brian J. Bolan, Gennet, Kallmann, Antin & Robinson, P.C.
and Atlantic Mutual Insurance Company, as and for an answer to plaintiffs' amended complaint, sets
forth the following:

AS TO THE NATURE OF THE ACTION

Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the statements and/or allegations contained in that section of plaintiffs' complaint regarding entitled "NATURE OF THE ACTION". To the extent that this section of plaintiffs' complaint makes allegations against these answering defendants, same are denied.

AS TO JURISDICTION AND VENUE

Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the statements and/or allegations contained in that section of plaintiffs' complaint entitled "JURISDICTION AND VENUE". To the extent that this section of plaintiffs' complaint makes allegations against these answering defendants, same are denied.

AS TO PARTIES AND ACTIVITIES

1. Answering defendants deny paragraph "1".

AS TO THE FIRST CAUSE OF ACTION

2. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the allegations contained in paragraph "2" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

3. Paragraph "3" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of either the facts and the allegations contained in paragraph "3"

of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

4. Paragraph "4" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "4" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

5. Paragraph "5" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "5" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

6. Paragraph "6" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "6" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is

alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

7. Paragraph "7" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "7" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

8. Paragraph "8" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "8" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

9. Paragraph "9" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "9" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants

which would support a cause of action against these answering defendants, same are denied.

10. Paragraph "10" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "10" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

11. Paragraph "11" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "11" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

12. Paragraph "12" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "12" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

13. Paragraph "13" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "13" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

14. Paragraph "14" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "14" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

15. Paragraph "15" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "15" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

16. Paragraph "16" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a

belief as to the truth and accuracy of the facts and allegations contained in paragraph "16" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

17. Paragraph "17" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "17" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

18. Paragraph "18" of the plaintiffs' amended complaint is a photocopy of a letter and does not assert a cause of action against these answering defendants. To the extent paragraph "18" is alleged to constitute a cause of action, same is not applicable to the answering defendants and answering defendants leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

19. Paragraph "19" of the plaintiffs' amended complaint is a photocopy of a letter and does not assert a cause of action against these answering defendants. To the extent paragraph "19" is alleged to constitute a cause of action, same is not applicable to the answering defendants and answering defendants leave plaintiffs to their proofs. To the extent that this paragraph is alleged

to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

20. Paragraph "20" of the plaintiffs' amended complaint is a photocopy of a letter and does not assert a cause of action against these answering defendants. To the extent paragraph "20" is alleged to constitute a cause of action, same is not applicable to the answering defendants and answering defendants leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

21. Paragraph "21" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "21" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

22. Paragraph "22" of the amended complaint does not assert a cause of action against these answering defendants. To the extent plaintiffs contend that paragraph "22" does allege a cause of action against these answering defendants, same is denied. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the allegations contained in paragraph "22" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants,

or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

23. Answering defendants deny paragraph "23".

AS TO THE SECOND CAUSE OF ACTION

24. Answering defendants repeat and re-allege each and every answer contained in the above paragraphs as if set forth fully at length herein.

25. Paragraph "25" does not assert a cause of action against these answering defendants. To the extent plaintiffs contend that paragraph "25" does allege a cause of action against these answering defendants, same is denied.

AS TO THE THIRD CAUSE OF ACTION

26. Paragraph "26" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "26" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

27. Paragraph "27" of the plaintiffs' amended complaint is a photocopy of a letter and does not assert a cause of action against these answering defendants. To the extent paragraph "27" is alleged to constitute a cause of action, same is not applicable to the answering defendants and answering defendants leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that

purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

28. Paragraph "28" of the plaintiffs' amended complaint is a photocopy of a verified complaint and does not assert a cause of action against these answering defendants. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

29. Paragraph "29" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "29" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

30. Paragraph "30" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the allegations contained in paragraph "30" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

31. Answering defendants deny paragraph "31".

AS TO THE FOURTH CAUSE OF ACTION

32. Answering defendants repeat and re-allege each and every answer contained in the above paragraphs as if set forth fully at length herein.

33. Answering defendants deny paragraph "33".

AS TO THE FIFTH CAUSE OF ACTION

34. Paragraph "34" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "34" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

35. Paragraph "35" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "35" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

36. Answering defendants deny paragraph "36".

AS TO THE SIXTH CAUSE OF ACTION

37. Answering defendants repeat and re-allege each and every answer contained in the above paragraphs as if set forth fully at length herein.

38. Answering defendants deny paragraph "38".

AS TO THE SEVENTH CAUSE OF ACTION

39. Paragraph "39" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "39" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

40. Paragraph "40" of the amended complaint asserts a multitude of facts and allegations of which only some apply to these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "40" of the subject amended complaint which relate to other parties in this action, and leave plaintiffs to their proofs. These answering defendants specifically deny the allegations against them in paragraph "40" of plaintiffs' complaint. These answering defendants admit that Gennet, Kallmann, Antin and Robinson, P.C., as attorneys for Atlantic Mutual Insurance Company, properly moved for dismissal of plaintiff's appeal based on plaintiff's failure to comply with Section 640.6(a) of the Rules of Practice which requires an appellant to procure the Clerk's return and file it within thirty days after filing the Notice of Appeal. Answering defendants also admit that the backer for one of the three motions filed pursuant to Section 640.6(a) was not hand signed, but deny that the failure to hand sign the backer was intentional or that it has the effect that plaintiff claims.

AS TO THE EIGHTH CAUSE OF ACTION

41. Answering defendants repeat and re-allege each and every answer contained in the above paragraphs as if set forth fully at length herein.

42. Answering defendants deny paragraph “42”.

43. Paragraph “43” of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph “43” of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

44. Paragraph “44” of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph “44” of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

45. Paragraph “45” of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph “45” of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is

alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

46. Paragraph "46" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "46" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

47. Paragraph "47" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "47" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

48. Paragraph "48" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "48" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

49. If paragraph "49" is asserted to pertain to answering defendants, answering defendants deny paragraph "49".

50. Any alleged suffering and continuing suffering and irreparable loss and injury, mental anguish, humiliation and embarrassment alleged by the plaintiffs is not the result of any activity engaged in by these answering defendants. Paragraph "50" is denied.

51. Paragraph "51" of the amended complaint does not assert a cause of action against these answering defendants. Answering defendants are without sufficient information to form a belief as to the truth and accuracy of the facts and allegations contained in paragraph "48" of the subject amended complaint, and leave plaintiffs to their proofs. To the extent that this paragraph is alleged to assert a cause of action or claim against these answering defendants, or to the extent it is alleged that purported facts asserted in this paragraph relate to actions by these answering defendants which would support a cause of action against these answering defendants, same are denied.

WHEREFORE, answering defendants respectfully request dismissal of the plaintiffs' amended complaint in its entirety, together with cost of court, as well as dismissal of all the relief requested in the complaint, as well as dismissal of paragraphs "1", "2", "3", "4", "5", "6", "7", "8", "9", "10", "11", "12", "13", "14", "15" and "16" of the "Wherefore" clause.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The plaintiffs' complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff Swiskey has lack of standing to maintain this claim.

THIRD AFFIRMATIVE DEFENSE

The plaintiffs' claims are barred by the doctrines of *res judicata* and collateral estoppel.

RESERVATION OF DEFENSES

The answering parties reserve the right to assert any and all other defenses, both factual and legal, as may be justified by information subsequently obtained.

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that, Brian J. Bolan, Esq., is hereby designated Trial Counsel.

ANSWER TO CROSSCLAIMS

Defendants Stanley Kallmann, Brian J. Bolan, Gennet, Kallmann, Antin & Robinson, P.C. and Atlantic Mutual Insurance Company hereby deny any liability asserted against them in any cross-claims that have been filed, or will in the future be filed, against them.

GENNET, KALLMANN, ANTIN & ROBINSON, P.C.
Attorneys for Defendants Stanley Kallmann, Brian J.
Bolan, Gennet, Kallmann, Antin & Robinson, P.C. and
Atlantic Mutual Insurance Company
45 Broadway Atrium, Litman Suite
New York, NY 10006
(212) 406-1919
Our File No. 98-4150:118.0040-B

BY: S/ BRIAN J. BOLAN (BJB3046)
BRIAN J. BOLAN, ESQ. (3046)

DATED: March 21, 2008

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DAVID GORDON and JACQUELINE SWISKEY,

Plaintiffs,

vs.

BRIAN PALUMBO, NILES WELIKSON, HORING
WELIKSON & ROSEN, P.C., CAROLE A. FEIL,
as Executors of the Estate of LOUIS FEIL, CAROLE A.
FEIL and JEFFREY FEIL, d/b/a CLERMONT YORK
ASSOCIATES and BROADWALL MANAGEMENT
CORPORATION, ANDREW RATTNER, VIVIAN
TOULIATOS, ABERILL, JOSE ANTONIO (a/k/a TONY)
RUIZ, CARLOS GUEVARA, CARL LIEBERMAN,
NANCY S. LIEBERMAN (a/k/a NANCY S. LITTMAN),
BRETT LIEBERMAN, JAY ANDERSON and JAY
ANDERSON, as Trustee of THE FEIL FOUNDATION,
ALAN ROSENBLOOM, NICOLE L. GOZ, BERNARD J.
GOZ, BELLA M. GOZ (a/k/a BELLA M. MEIKSON),
STANLEY KALLMANN, BRIAN J. BOLAN, GENNET
KALLMANN ANTIN & ROBINSON, P.C., AMERICAN
INTERNATIONAL GROUP and ATLANTIC MUTUAL
INSURANCE COMPANY,

Defendants.

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: Case Number: 07-CV-6624 (PKC)

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: **CERTIFICATION OF SERVICE**

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[DOCUMENT FILE D ELECTRONICALLY]

BRIAN J. BOLAN, ESQ., of full age, states and certifies as follows:

1. I am attorney for defendants Stanley Kallmann, Brian J. Bolan, Gennet, Kallmann, Antin & Robinson, P.C. and Atlantic Mutual Insurance Company in connection with the above matter.

2. On March 21, 2008, I served, via U.S. regular mail, a true copy of an Answer to Amended Complaint upon plaintiffs pro se David Gordon and Jacqueline Swiskey.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

GENNET, KALLMANN, ANTIN & ROBINSON, P.C.
Attorneys for Defendants Stanley Kallmann, Brian J. Bolan,
Gennet, Kallmann, Antin & Robinson, P.C. and
Atlantic Mutual Insurance Company
45 Broadway Atrium, Litman Suite
New York, NY 10006
(212) 406-1919
Our File No. 98-4150:118.0040-B

BY: S/ BRIAN J. BOLAN (BJB3046)
BRIAN J. BOLAN, ESQ. (3046)

DATED: March 21, 2008

EXHIBIT C

Index Number Purchased November 5, 1997

**Supreme Court of the State of New York
County of New York**

DAVID GORDON,

- against -

CHARLES BRINKMAN, CHARLES J. REILLY, JR.,
ARNOLD EISENBERG, DEBRA BALDWIN, JOHN PULLARA,
EDWARD R. REILLY & CO., INC., LONG ISLAND CARPET
CLEANERS, INC., HERBERT L. JAMISON & CO.,
CENTENNIAL INSURANCE COMPANY and ATLANTIC MUTUAL
INSURANCE COMPANY.

Plaintiff(s)

Defendant(s)

Index No. 605662/97

Plaintiff(s) designates
NEW YORK

County as the place of trial

The basis of the venue is
Plaintiff Resides In
New York County

Summons with Notice

Plaintiff(s) reside(s) at
444 East 82nd Street
New York, New York 10028
County of New York

To the above named Defendant(s)

You are hereby summoned

to answer the complaint in this action and to serve a copy
of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's
Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days
after the service is complete if this summons is not personally delivered to you within the State of New York); and in
case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein
Dated, November 3, 1997

Defendants' Addresses:

Charles Brinkman ✓
395 North Service Road
Melville, New York 11747

Charles J. Reilly, Jr.
18 John Street
New York, New York 10038

Arnold Eisenberg
301 Norman Avenue
Brooklyn, New York
11222

Debra Baldwin
100 Executive Drive
West Orange, New
Jersey 07052

John Pullara ✓
100 Executive Drive
West Orange, New Jersey
07052

Edward R. Reilly & Co.,
Inc., 18 John Street
New York, New York 10038

Long Island Carpet
Cleaners, Inc.
301 Norman Avenue
Brooklyn, New York
11222

Herbert L. Jamison &
Co., 100 Executive
Drive, West Orange,
New Jersey 07052

Centennial Insurance
Company, 100 Wall Street
New York, New York 10005

Atlantic Mutual Insurance
Company, 100 Wall Street
New York, New York 10005

Attorney(s) for Plaintiff(s)
Office and Post Office Address

DAVID GORDON
444 EAST 82ND STREET
NEW YORK, NEW YORK 10028

Notice: The nature of this action is, inter alia: fraud,
breach of and interference with contract; predicate
acts; violation of New York's insurance law.
The relief sought is money damages and such other relief
as set forth in the complaint.

Upon your failure to appear, judgment will be taken against you by default for the sum of \$13,500,000,
with interest from dates referenced in the accompanying complaint, plus
punitive damages and such attorneys fees and tripling of damages as may
be permitted or required by law.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
DAVID GORDON,

Plaintiff,

COMPLAINT

- against -

Index No. 605662/97

CHARLES BRINKMAN, CHARLES J. REILLY, JR.,
ARNOLD EISENBERG, DEBRA BALDWIN, JOHN PULLARA,
EDWARD R. REILLY & CO., INC., LONG ISLAND CARPET
CLEANERS, INC., HERBERT L. JAMISON & CO.,
CENTENNIAL INSURANCE COMPANY and ATLANTIC MUTUAL
INSURANCE COMPANY.

Defendants.
-----X

Plaintiff, DAVID GORDON, complaining of all defendants,
Charles Brinkman, Charles J. Reilly, Jr., Arnold Eisenberg, Debra
Baldwin, John Pullara, Edward R. Reilly & Co., Inc., Long Island
Carpet Cleaners, Inc., Herbert L. Jamison & Co., Centennial
Insurance Company and Atlantic Mutal Insurance Company alleges:

AS AND FOR A FIRST CAUSE OF ACTION

1. At all times hereinafter mentioned, plaintiff was and
still is a citizen of New York, resident in New York County at
444 East 82nd Street, New York, New York 10028. Plaintiff
brings this action as the actual, intended victim of a covert,
Byzantine, wildly unlawful scheme, and malicious, ongoing
unlawful action, activities and behavior by all the defendants,
to effectively deprive plaintiff of home insurance policy coverage
and claim benefits unlawfully, and severely damage plaintiff
emotionally, financially, and otherwise.

2. At all times hereinafter mentioned, defendants Centennial Insurance Company and Atlantic Mutual Insurance Company, which appear to not only share personnel, facilities and money, but to act together and be under common control (referenced collectively hereinafter as "Atlantic Mutual") were, and, upon information and belief, still are among the larger insurance company groups in the United States, with Executive Offices in New York, City, New York. They are licensed to do business in New York and are so doing, with various offices and agents, including a claims office in Melville, New York. Upon information from New York's Insurance Department Atlantic Mutual has, over its years of doing business in New York and elsewhere, been sued, fined and otherwise penalized by both Federal and New York and other State courts, and the Insurance Department of New York and other states, in proceedings too numerous to recount, for a wide range of unlawful conduct, including fraud, breach of contract and violations of State insurance laws.

3. Defendant Charles Brinkman (referenced hereinafter as "Brinkman"), at all times hereinafter mentioned was one of Atlantic Mutual's Senior Claims Representatives at its Melville, New York Claims Office. Upon information and belief, Brinkman has been paid substantial sums by Atlantic Mutual over the years and is one of their highest ranking and highest paid claims executives, and is compensated in and by some means that, in part, reflects the insurance company's success in NOT PAYING CLAIMS, such as plaintiff's entirely proper, but completely unpaid water damage insurance contract claims discussed below in more detail. Brinkman intentionally involved himself, as a major participant, including direct written and telephone communications with plaintiff,

in New York State, in the wildly unlawful actions, activities and behavior referenced below to harm plaintiff. Brinkman was personally involved in the wildly unlawful scheme of the defendants, referenced below, to make certain plaintiff's entirely proper water damage policy claim would never actually be voluntarily paid and that plaintiff's expensive replacement cost insurance policy contract with insurer defendant Atlantic Mutual be rendered of no benefit to plaintiff unlawfully. Brinkman was directly involved in the actions, activities and behavior of all the other defendants, including the wire and mail fraud aspects, and may have personally received, or be in line to receive, the highest percentages of monetary benefit among all the individual defendants. Upon information and belief, Brinkman may not have been licensed properly in New York State to engage in claims activities relating to New York policy holders.

4. In November 1996, by massive mail fraud, Brinkman perpetuated all the defendants' wrongdoing and attempted to further impair plaintiff's rights. Brinkman had previously, on or about February 22, 1996, during a telephone conversation, volunteered and expounded to plaintiff about the dangerous chemical and health aspects of water-logged carpeting and padding material, and was fully aware of plaintiff's very difficult situation, having also received certified mail correspondence from plaintiff concerning the claim (which is all included herein in its entirety by reference). Nevertheless, after realizing plaintiff had discovered the bad faith and other unlawful actions, activities and behavior to badly harm plaintiff Brinkman was orchestrating, he mailed the libelous and grossly fraudulent letter reprinted in its entirety below. The letter is not simply

substantially false. It is a desperate attempt by the defendants to self-exculpate their wildly unlawful behavior with even more fraud.

5. BRINKMAN'S LIBELOUS CONCEALMENT FRAUD LETTER



Atlantic Mutual Insurance Company
Centennial Insurance Company
Melville Claims Services
395 North Service Road
Post Office Box 9090
Melville, New York 11747-9090
516 454-0200
914 681-0661
Fax: 516 391-5949

November 4, 1996

Mr. David Gordon
444 East 82nd Street (34B)
New York, NY 10028

Re:	Claim No.:	20-884738NN
	Policy No.:	525860133
	Date of Loss:	January 22, 1996
		Water Damage

Dear Mr. Gordon:

A review of our file on the captioned matter reveals that you have submitted a partial claim in the amount of \$15,474.29 for the replacement of carpeting and two Lexan carpet chair protectors. We understand that the original invoice for the installation of the carpeting is not available. Our investigator has advised us that in his opinion the figure for replacement of the carpeting is excessive. His further inquiries revealed that the firm which furnished the estimate never inspected the carpeting. Their estimate was based solely on information furnished by you over the telephone. They never inspected the carpet, never measured the carpeting or had a sample for comparison.

In consultation with this office, it was agreed that we would have the carpeting examined by an appraiser. We understand when the appraiser contacted you to arrange for the necessary inspection, access to your apartment was refused.

BRINKMAN'S LIBELOUS CONCEALMENT FRAUD LETTER CONTINUED

We direct your attention to the policy conditions as found on Form KH4, page 7 of 13,
SECTION 1 - CONDITIONS

2. **Your Duties After Loss.** In case of a loss to which this insurance may apply, you shall see that the following duties are performed;
 - c. Prepare an inventory of the damaged personal property showing, in detail, the quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;

CB7107L.PLL

November 4, 1996
Claim No.: 20-884738NN
Page 2

- d. As often as we reasonable require;
 - (1) Exhibit the damage property;
 - (2) Provide us with records and documents we request and permit us to make copies; and
 - (3) Submit to examinations under oath and subscribe the same.

Your failure to cooperate in the investigation of your claim could seriously jeopardize the recovery of your damages. This could ultimately result in the denial of the entire matter.

We would like to bring this matter to an equitable conclusion to all parties concerned and solicit your cooperation in this endeavor.

Please contact me toward this end.

BRINKMAN'S LIBELOUS CONCEALMENT FRAUD LETTER CONTINUED

Very truly yours,



Charles O. Brinkman
Senior Claims Representative

CB:pll-4

cc: Herbert L. Jamison and Company, Inc.
Edward R. Reilly and Company

CB7107L.PLL

6. Obviously prepared with the assistance of Atlantic Mutual's abusive lawyers, Brinkman's letter is false and fraudulent and defendants knew full well the letter was false, fraudulent and absurd when they composed it and mailed it. Said statements by defendant Brinkman and Atlantic Mutual were not only false and known to be completely false when made, but had no reasonable basis in ACTUAL historical fact. The statements were made knowingly with an express intent to damage plaintiff and were libelous per se. Said false statements, made with reckless disregard for the truth, were made to harm plaintiff and discredit him. Said false statements were defamatory when uttered and written, were wanton, wilful, malicious and libelous per se, and plaintiff is entitled to punitive damages. Said defamation and publication thereof was not privileged. No defendant was privileged to engage in any aspect of said defamation, and no privilege attached to said defamation because of any reason or circumstance.

7. Defendant Charles J. Reilly, Jr. (referenced hereinafter as "Reilly"), at all times hereinafter mentioned, was a principal at his family's firm of insurance adjustors, Edward R. Reilly & Co., Inc.,

located at the firm's Manhattan, New York office, and engaged by Brinkman to represent Atlantic Mutal in dealing with plaintiff's unpaid water damage claim referenced hereinabove and hereinafter, that was, upon information and belief, so successful previously at preventing and/or impairing Atlantic Mutual policy holders like plaintiff from receiving benefits they were contractually entitled to, that Altantic Mutual and Brinkman have repeatedly engaged Riley and his firm to perpetrate his customary claims behavior. Upon information and belief, Riley and his family firm are not only paid wholly, or in part, out of money that Atlantic Mutual policyholders have been deprived of by Riley and Riley-related firm activities, but may have, also at the expense of Atlantic Mutual policyholders, additional profitable arrangements with defendant Brinkman and defendants Arnold Eisenberg and Long Island Carpet Cleaners, Inc., one of Eisenberg's companies. In addition to another Eisenberg entity called American Fire Restoration. Upon information and belief, Reilly may not have been licensed by New York State to engage in insurance claims activities relating to New York policyholders (including plaintiff). Upon information and belief, Reilly and his family firm have been paid very large sums of money by Atlantic Mutual and its employees over the years and are one of, if not its cumulatively-highest-paid so-called adjustment contractors in the New York City area, and are essentially compensated in and by some means that, in part, reflects the insurance company's success in NOT PAYING CLAIMS; such as plaintiff's entirely proper, but completely unpaid water damage insurance contract claim discussed below in more detail. Reilly was deeply and personally involved in the wildly unlawful scheme of the defendants, referenced

below, to make certain plaintiff's entirely proper policy claim would never actually be voluntarily paid and that plaintiff's expensive replacement cost insurance policy contract with defendant Atlantic Mutual be rendered of no benefit to plaintiff unlawfully. Reilly was directly and deeply involved in the unlawful actions, activities and behavior of all the other defendants, including the wire and mail fraud aspects, and may have personally received, or be in line to receive, one of the highest percentages of monetary benefit among all the individual defendants. Reilly also intentionally and clearly lied and engaged in various unlawful deceit and fraud during mail, telephone and personal communications with plaintiff and, purportedly, others concerning, among other things, plaintiff, plaintiff's claim, and the involvement of other defendants in defendant's unlawful schemes to harm plaintiff.

8. Defendant Arnold Eisenberg (hereinafter referenced as "Eisenberg"), at all times hereinafter mentioned, was a principal of a Brooklyn, New York firm called Long Island Carpet Cleaners, Inc. and, upon information and belief, a familiar associate of defendants Brinkman, Reilly, Reilly's family firm and Atlantic Mutual, all of whom Eisenberg and his various entities, including one called American Fire Restoration, had previously done business with directly or indirectly for monetary benefit. Eisenberg and his entities were engaged by the above-referenced defendants to harmfully interfere unlawfully with plaintiff's normal life and plaintiff's insurance contract with Atlantic Mutual and attempted to do so and succeeded. Said defendants' objectives included having Eisenberg and his entities assist them in defrauding

plaintiff with regard to plaintiff's still unpaid insurance claim, and manufacturing one or more fraudulent cover stories for their already existing record of related unlawful activity by said defendants. Defendants Eisenberg and his entities, and their unlawful actions, activity and behavior in this matter were closely controlled by Brinkman, Reilly and Atlantic Mutual, who all effectively participated in them. Upon information and belief, Eisenberg and his entities have previously received sizable sums from said defendants and are no strangers to their claims related activities, and are compensated in and by some means that, in part, reflects the insurance company's success in NOT PAYING CLAIMS; such as plaintiff's entirely proper, but completely unpaid insurance contract claim discussed below in more detail. Eisenberg was personally involved in the wildly unlawful schemes of defendants to make certain plaintiff's entirely proper policy claim would never actually be voluntarily paid and that plaintiff's expensive replacement cost insurance policy contract with defendant Atlantic Mutual be rendered of no benefit to plaintiff unlawfully. Eisenberg was involved in the unlawful actions, activities and behavior of all the other defendants, including the wire and mail fraud aspects, and may have been personally slated to receive one of the highest percentages of monetary benefit among all the individual defendants. Upon information and belief, Eisenberg may not have been licensed by New York State to engage in any claims related activities relating to New York insurance policy-holders.

9. Defendant Debra Baldwin (hereinafter referenced as " Baldwin "), at all times hereinafter mentioned, was a Vice President of insurance

broker Herbert L. Jamison & Co. in that firm's West Orange, New Jersey headquarters. The Jamison firm had originally sold plaintiff his expensive Atlantic Mutual, replacement cost insurance policy many years ago. Plaintiff had previously filed no claim ever under said policy. Baldwin intentionally mislead plaintiff concerning the intentions of Brinkman, Reilly and Atlantic Mutual and repeatedly concealed from plaintiff her knowledge of the defendants' covert, Byzantine, wildly unlawful scheme to effectively deprive plaintiff of the benefits of his expensive, replacement cost insurance policy. Baldwin was well aware defendants, including her firm, were benefitting monetarily from plaintiff's policy premium payments, but that Atlantic Mutual had no intention of honoring the policy, as evidenced by its refusal to do so and ongoing fraud to first create an illusion that it was paying the entirely legitimate claim, and then the defendants further fraud-dance to create a cover story for their original unlawful actions, activity and behavior. Baldwin and her employer, defendant Herbert L. Jamison & Co., engaged in wire fraud during telephone conversations with plaintiff concerning, among other things, defendant's actual intentions and handling of said claim, which was actually intended to severely harm plaintiff and enrich the defendants by actually not paying. Upon information and belief, Baldwin is a very highly paid, high ranking member of the highly profitable Jamison organization, which in part, is rewarded and compensated in and by some means that, in part, reflects the insurance company's success in NOT PAYING CLAIMS, such as plaintiff's entirely proper, but completely unpaid insurance contract claim. Baldwin was thus personally involved in perpetuating the wildly unlawful scheme of the defendants to make certain plaintiff's

entirely proper claim would never be voluntarily paid and that plaintiff's expensive replacement cost insurance policy contract with defendant Atlantic Mutual be rendered of no benefit to plaintiff. Baldwin was obviously linked to, and thus involved in the perpetuation of unlawful actions, activities and behavior of all the other defendants, including the wire and mail fraud aspects, and may have personally been slated to receive a materially significant percentage of monetary benefit among all the individual defendants if she could dissuade plaintiff from pressing his claim. Upon information and belief, Baldwin is licensed by New York State, but may not be licensed to engage in claims activities relating to New York policyholders.

10. Defendant John Pullara (hereinafter referenced as " Pullara "), at all times hereinafter mentioned was an insurance sales and service representative at broker Herbert L. Jamison & Co., at the same West Orange, New Jersey headquarters office that defendant Baldwin worked from. Plaintiff's original claim notice, dated January 18, 1996, was directed to Pullara, who was servicing plaintiff at Jamison. Pullara thereafter persuaded plaintiff to substantially increase his coverage under his existing Atlantic Mutual replacement cost policy, after plaintiff had received, per instructions from Reilly and Atlantic Mutual, written estimation of the cost of the carpet replacement part of plaintiff's water damage claim and forwarded same to Reilly and the insurance company, with copies of certain color photos of the water damage Reilly had requested. Pullara was later repeatedly asked by plaintiff for a complete set of the policy, and explained the delay in

providing same variously, attributing it to Atlantic Mutual. Pullara ultimately mailed plaintiff a set of papers, claiming it was complete, but it was not. Upon information and belief, Pullara was working closely with defendant Baldwin and was privy to her information and wrongdoing. Pullara repeatedly assured plaintiff that his claim would be satisfactorily settled soon and therefore, engaged in an ongoing concealment fraud over the telephone, while knowing full well Atlantic Mutual, Brinkman, Reilly and Reilly's firm had no intention of such settlement. Upon information and belief, Pullara has been paid significant amounts by Jamison over the years, is one of their key employees and was and is compensated in and by some means that, in part, reflects not only Jamison's commissions on increased business, such as plaintiff's substantial coverage increase, but the insurance company's success in NOT PAYING CLAIMS, such as plaintiff's entirely proper, but completely unpaid water damage claim. Pullara was thus personally involved in the wildly unlawful scheme of the defendants to make certain plaintiff's claim would never be voluntarily paid and that plaintiff's expensive replacement cost insurance policy contract with defendant Atlantic Mutual be actually rendered of no benefit to plaintiff. Pullara was directly involved in the actions, activities and behavior of all the other defendants, including the wire and mail fraud aspects and may have been slated to personally receive a significant percentage of monetary benefit among the individual defendants. Upon information and belief, Pullara may not have been licensed by New York State to engage in claims activities relating to New York policyholders.

11. Defendant Edward R. Reilly & Co., Inc. (hereinafter referred to as " Reilly & Co. "), at all times hereinafter mentioned was, as noted above, Reilly's family business firm and acted in solido with Reilly in his wrongdoing and liability, as referenced hereinabove and below. Upon information and belief, Reilly & Co. has been paid very significant amounts of money over the years by Atlantic Mutual, and is compensated in and by some means that, in part, reflects the insurance company's success in NOT PAYING CLAIMS, such as plaintiff's cliams. Upon information and belief, Reilly & Co. may not have been licensed by New York State to engage in claims activities relating to New York policyholders.

12. Defendant Herbert L. Jamison & Co. (hereinafter referred to as " Jamison "), at all times hereinafter mentioned was, as noted above, a large, West Orange, New Jersey-based, New York licensed, insurance broker, and had sold plaintiff his insurance policy. Jamison, Baldwin and Pullara acted in solido with respect to their wrongdoing and liability, as set forth more fully above and below. Upon information and belief, Jamison has received well over a hundred million dolllars of premium and other income from Atlantic Mutual over the years and is one of Atlantic Mutual's most highly compensated agents. Jamison is variously protected, in whole or in part, from loss of commission income by Atlantic Mutual, and like other defendants, effectively participates in, and is effectively compensated by, Atlantic Mutual's success in NOT PAYING CLAIMS, such as plaintiff's entirely proper, but completely unpaid claim referenced above and below.

13. Defendant Long Island Carpet Cleaners, Inc. (hereinafter referred to as " Eisenberg's firm "), at all times hereinafter mentioned

was, as noted above, a Brooklyn based business entity, of which Eisenberg is a principal, and which was controlled, in whole or in part, by him, along with other entities doing business with Atlantic Mutual, Brinkman, Reilly and Reilly and Co., directly or indirectly. Like Atlantic Mutual and other defendants herein, Eisenberg's firm appears to qualify as a racketeering enterprise under the RICO law. Eisenberg's firm acted in solido with Eisenberg in his wrongdoing and liability, as referenced above and below. Upon information and belief, Eisenberg's firm has been paid very significant amounts of money over the years by Atlantic Mutual, directly and indirectly, through Reilly and Reilly & Co., or otherwise, and is compensated in and by some means that, in part, reflect the insurance company's success in NOT PAYING CLAIMS, such as plaintiff's claims. Upon information and belief, Eisenberg's firm may not be licensed by New York State to engage in insurance claims activities relating to New York policyholders.

14. The Defendant's Byzantine secret scheme was conceived and perpetrated without lawful excuse, cause or justification, and with knowledge it would ultimately cause severe mental distress and emotional harm to the plaintiff DAVID GORDON and other manner and forms of financial damage. As a result of the defendant's scheme plaintiff did finally suffer variously such financial damage and great mental anguish; became nervous, tense, irritable, excited and stopped his normal enjoyment of life, and was forced to endure great mental suffering, and was placed under undue strains and burdens.

15. As a result of the foregoing, plaintiff demands judgement of Two Million, Five Hundred Thousand Dollars (\$2,500,000), before such tripling as the law may allow or require.

AS AND FOR A SECOND CAUSE OF ACTION

16. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1. through 14. inclusive, as is more fully set forth herein.

17. As a result of defendants' wanton, wilful and malicious behavior set forth in the First cause of action, plaintiff is entitled to punitive damages in the amount of Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

AS AND FOR A THIRD CAUSE OF ACTION

18. Plaintiff's replacement cost insurance policy contract with Atlantic Mutual (hereinafter referred to as the " policy " or " contract ") was issued many years ago, and all billed premiums were thereafter paid in full by plaintiff. Said policy is included herein in its entirety, and made a part hereof by reference due to its length.

19. Despite plaintiff's entirely proper benefits claim, all the defendants conceived, refined, embellished upon, conspired to implement and variously perpetrated different aspects of their wildly unlaw scheme, ongoing to this day, to deny plaintiff payment of any benefits whatsoever under said policy by fraud, deception, interference with and breach of contract, and violation of New York's insurance law. They have also manufactured one or more fraudulent cover stories to obfuscate and conceal their real intentions and unlawful actions. And defendants have acted to unjustly enrich themselves, via Atlantic Mutual's internal compensation arrangements, and otherwise. Upon information and belief, the arcane Atlantic Mutual arrangements include bonuses and similar incentives and reward type

payments benefitting the defendants for having participated in constructing and perpetrating a successful nonpayment of benefits scheme on plaintiff, regardless of the scheme's illegality (to say nothing of many other policyholder victims similarly situated).

20. As a result of the foregoing plaintiff demands damages of Three Million, Five Hundred Thousand Dollars (\$3,500,000), before such tripling as the law may allow or require.

AS AND FOR A FOURTH CAUSE OF ACTION

21. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1. through 14. and 18. through 19. inclusive, as if more fully set forth herein.

22. As a result of defendants' wanton, wilful and malicious behavior set forth in the Third Cause of action, plaintiff is entitled to punitive damages in the amount of Ten Million, Five Hundred Thousand Dollars (\$10,500,000).

AS AND FOR A FIFTH CAUSE OF ACTION

23. Brinkman and the other defendants conceived all or part of their secret Byzantine, wildly unlawful scheme to harm plaintiff sometime before his November 4, 1996-dated, grossly false and fraudulent letter sent to plaintiff. Reprinted in its entirety hereinabove, this false, libelous letter, was, among other things, intended to conceal defendants' real malicious intentions to withhold payment of all policy benefits to which plaintiff was entitled, and harm plaintiff emotionally, financially and otherwise. Brinkman's phony letter, intended to deceive and coerce plaintiff and create a cosmetic cover for the defendants, was circulated and distributed to the defendants and others, by mail and otherwise. His letter, upon the now undeniable existence of defendants ongoing Byzantine scheme to harm

plaintiff unlawfully, constitutes prima facia RICO fraud (over which the trial courts of New York State have concurrent jurisdiction).

24. Brinkman knew and had good reason to know, that his self-serving concealment fraud letter was permeated with false and fraudulent information to fraudulently obfuscate and conceal defendants' malicious scheme. Brinkman and the other defendants were clearly anticipating being sued. Brinkman's letter is so fraudulent even the so-called " Date of Loss " at the top of the letter has also been misrepresented. Brinkman's threatening letter is obviously extortionate on its face. It is also clearly an extortion attempt upon the ACTUAL facts and circumstances of this matter. In addition to being obvious RICO mail fraud, Brinkman's letter also clearly constitutes an ongoing RICO extortion memorial. Some of the other defendant perpetrator-participants are obviously referenced, though not by name or ACTUAL role.

25. From the beginning, defendants' actions, activities and behavior constituted the quintessence of bad faith dealing, and defendants' bad faith never ended. Though repeatedly told by Jamison's people, whose office had originally sold plaintiff his policy and promised to faithfully service plaintiff, that plaintiff would ultimately be paid all benefits for the claim, plaintiff has never been paid a penny.

26. All of defendants' above referenced actions, activity and behavior was unlawful, wanton, wilfull and malicious, and intended to severely harm plaintiff while benefitting defendants. Defendants' actions, activity and behavior was also maliciously intended, through such fraudulent and otherwise unlawful behavior, to defame and taint plaintiff and inflict as much financial and emotional distress upon plaintiff as they possibly could, and in fact did so in an ongoing manner.

All of the defendants' improper conduct, individually and collectively, was not only wanton, wilful and malicious, but was outrageous.

27. Defendants were also well aware plaintiff suffered from hypertension and intentionally sought to maliciously increase plaintiff's blood pressure and cause him great anxiety.

28. Plaintiff, in good faith, had obviously taken great pains to purchase an expensive, broad coverage, replacement cost policy from Atlantic Mutual, via Jamison, that would serve plaintiff throughout all his covered years.

29. Defendant Atlantic Mutual, it is now clear from its ongoing failure and refusal to properly pay benefits to plaintiff on the one and only policy claim filed by plaintiff, never intended to pay any claims filed, and intended to fraudulently manufacture a cosmetic cover story to obfuscate its unlawful behavior at the first opportunity. The first opportunity arose with plaintiff's first claim, and plaintiff is entitled to a refund of the total of all premiums plaintiff has paid.

30. Jamison, Atlantic Mutual's agent, with whom plaintiff had for years previously done business, repeatedly reassured plaintiff that plaintiff should not worry and should not bring legal action because Jamison would get plaintiff's claim paid. Jamison repeatedly stated that plaintiff's claim should be paid and that Atlantic Mutual ultimately would pay plaintiff's claim. Said reassurances, relied on by plaintiff, were, as evidenced by Atlantic Mutual's continued failure and refusal to pay, obviously fraudulent. Jamison's people, Baldwin and Pullara, knew plaintiff actually trusted them and was relying on their representations, and knew, and had reason to know that any encouragement they might have been getting from the other defendants to discourage plaintiff from bringing suit was actually

intended to fraudulently mislead plaintiff, David Gordon, but would indefinitely be accepted at face value. As a result of the foregoing plaintiff demands damages of Two Million, Five Hundred Thousand Dollars (\$2,500,000), before such tripling as the law may allow or require.

AS AND FOR A SIXTH CAUSE OF ACTION

31. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1. through 14., 18. through 19., and 23. through 30. inclusive, as if more fully set forth herein.

32. As a result of defendants' wanton, wilful and malicious behavior set forth in the Fifth cause of action, plaintiff is entitled to punitive damages in the amount of Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

AS AND FOR A SEVENTH CAUSE OF ACTION

33. Despite the facts that all the defendants were fully aware that plaintiff was absolutely entitled to a speedy claims settlement and was being very seriously damaged by their actions, activities and behavior, they persisted. As a result of the defendants' actions plaintiff suffered great mental anguish, became nervous, tense, irritable, excited, stopped his normal enjoyment of life, was forced to endure great mental suffering, and was placed under undue strain and burdens. Defendants unlawful activity, action and behavior was not only fraudulent and calculated to severely distress and disturb plaintiff, but was wanton, wilful and malicious and a prima facie violation of RICO law, and plaintiff is entitled to punitive damages and an automatic tripling of damages.

34. Upon information and belief, defendants have: entered fraudulent information into their various computer systems and paper filing systems; have altered and/or deleted, and/or obliterated evidence of such fraudu-

lent tampering; and have otherwise tampered with accurate information pertaining to plaintiffs claims, and those of policy holders and insureds similarly situated; and have transmitted interstate, by wire and otherwise, such tampered-with information. As a result of the foregoing plaintiff demands damages of Two Million, Five Hundred Thousand Dollars (\$2,500,000), before such tripling as the law may allow or require.

AS AND FOR AN EIGHTH CAUSE OF ACTION

35. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1. through 14., 18. through 19., 23. through 30., and 33. through 34. inclusive, as if more fully set forth herein.

36. As a result of defendants' wanton, wilful and malicious behavior set forth in the Seventh cause of action, plaintiff is entitled to punitive damages in the amount of Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

AS AND FOR A NINTH CAUSE OF ACTION

37. Plaintiff submitted only one claim under said policy contract. All plaintiff's submitted papers for said claim are also included herein in their entirety, and made a part hereof by reference due to their bulk. These papers, when viewed together, clearly establish that they were entirely proper and accurate, yet, in order to fraudulently manufacture an excuse to obfuscate their own unlawful scheme to deny plaintiff's benefits defendants have had Brinkman resort to wild mail fraud and libel.

38. Defendants' various fraudulent maneuvering was repeatedly attempted, by mail and telephone. Moreover, it was done with defendants acting in conspiracy and in concert with each other, and with malice, and with an intent to both punish plaintiff for exercising his legal right to

properly attempt to collect benefits he was entitled to under his policy, and to ultimately inflict mental distress upon David Gordon. Defendants knew they were acting in concert and in a conspiracy to inflict great present and future mental distress, anguish and suffering upon plaintiff.

39. The aforesaid actions were also intended to intimidate, harass and dissuade plaintiff, and compel him to refrain from exercising his legal rights to collect money rightfully due him, as well as, via their ongoing scheme, to maliciously and intentionally inflict emotional harm. Defendants acted with a reckless disregard for the truth and the law. Defendants sought to set up plaintiff for ridicule and scorn and to have him held up to such ridicule and scorn by prospective lawyers, judges and jurors and to cause him future embarrassment and humiliation. Because of the defendants ongoing scheme to actually refuse benefit payments, while having Jamison repeatedly say payment would be made, plaintiff was repeatedly distracted from concentrating on his affairs, lost vital sleep, and lost potential business income. Defendants' secret scheme was also, effectively, an unlawful effort to extort, by deception, a de facto permanent waiver from plaintiff of his rights to use legal process against the defendants. Defendants were well aware they were weakening plaintiff financially by their behavior.

40. As a result of the foregoing plaintiff demands damages of Two Million, Five Hundred Thousand Dollars (\$2,500,000), before such tripling as the law may allow or require.

AS AND FOR A TENTH CAUSE OF ACTION

41. Plaintiff repeats, and realleges each and every allegation contained in paragraphs 1. through 14., 18. through 19., 23. through 30.,

33. through 34. and 37. through 39. inclusive, as if more fully set forth herein.

42. As a result of defendants' wanton, wilful and malicious behavior set forth in the Ninth cause of action, plaintiff is entitled to punitive damages in the amount of Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

WHEREFORE, plaintiff demands judgement against the defendants as follows:

1. An Order directing Atlantic Mutual to instantly pay plaintiff, with interest, the already documented portion of plaintiff's pending claim.
2. An Order against Atlantic Mutual and all present and future employees, agents and attorneys to forever administer the policy of plaintiff in the most conscientious, good faith manner, pay all policy claims promptly, and to refrain from and avoid all abuse, of any nature whatsoever.
3. Judgement of Two Million, Five Hundred Thousand Dollars (\$2,500,000) on the First cause of action.
4. Judgement of Seven Million, Five Hundred Thousand Dollars (\$7,500,000) on the Second cause of action.
5. Judgement of Three Million, Five Hundred Thousand Dollars (\$3,500,000) on the Third cause of action.
6. Judgement of Ten Million, Five Hundred Thousand Dollars (\$10,500,000) on the Fourth cause of action.
7. Judgement of Two Million, Five Hundred Thousand Dollars (\$2,500,000) on the Fifth cause of action.

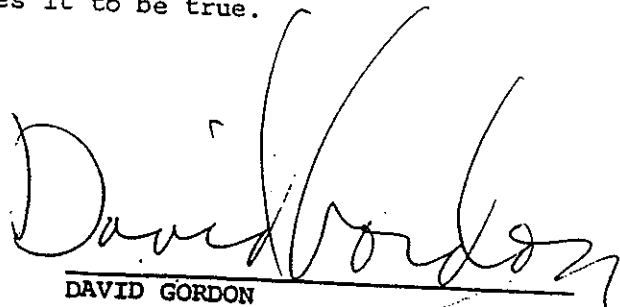
8. Judgement of Seven Million, Five Hundred Thousand Dollars
(\$7,500,000) on the Sixth cause of action.
9. Judgement of Two Million, Five Hundred Thousand Dollars
(\$2,500,000) on the Seventh cause of action.
10. Judgement of Seven Million, Five Hundred Thousand Dollars
(\$7,500,000) on the Eighth cause of action.
11. Judgement of Two Million, Five Hundred Thousand Dollars
(\$2,500,000) on the Ninth cause of action.
12. Judgement of Seven Million, Five Hundred Thousand Dollars
(\$7,500,000) on the Tenth cause of action.
13. Such tripling of the above judgement amounts as the law
may allow and/or require; plus interest; attorney's fees,
and all disbursement and costs.

DATED: NEW YORK, NEW YORK
NOVEMBER 3, 1997

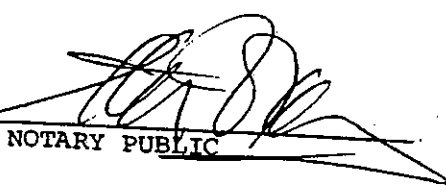
DAVID GORDON
PLAINTIFF PRO SE
444 EAST 82ND STREET
NEW YORK, NEW YORK 10028
212 628-6051

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

DAVID GORDON, being duly sworn, states that he is the plaintiff in this action and that the foregoing complaint is true to his own knowledge except as to matters therein stated to be alleged on information and belief and as to those matters he believes it to be true.


DAVID GORDON

Sworn To Before Me This
3rd Day Of November, 1997


NOTARY PUBLIC

STEVEN VIENER
NOTARY PUBLIC, State of New York
No. 31-4698510
Qualified in New York County
Commission Expires Oct 31, 1999